

# MEMORANDUM

Agenda Item No. 8(I)(2)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners


**DATE:** October 7, 2014

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution authorizing execution  
of a Memorandum of  
Understanding between the  
Florida Department of Law  
Enforcement and Miami-Dade  
County, through its department,  
the Miami-Dade Police  
Department

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The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm

# Memorandum



**DATE:** October 7, 2014

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**FROM:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

**SUBJECT:** Resolution Authorizing Execution of a Memorandum of Understanding between the Florida Department of Law Enforcement and Miami-Dade County for the Central Storage Container Program

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## **Recommendation**

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Memorandum of Understanding between the Florida Department of Law Enforcement and Miami-Dade County, through its department, the Miami-Dade Police Department.

## **Scope**

The Memorandum of Understanding will provide services countywide.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County.

## **Track Record/Monitor**

The entity involved is the Miami-Dade Police Department, and specifically, Major Louis Churukian of the Narcotics Bureau. Major Churukian will track and monitor the Memorandum of Understanding.

## **Background**

This Memorandum of Understanding is specific with regard to the handling of hazardous waste resulting from investigations of clandestine drug laboratories. This Memorandum of Understanding originated with the Drug Enforcement Administration which established a new centralized storage program with the Florida Department of Law Enforcement. This program requires that the Florida Department of Law Enforcement establish agreements with local law enforcement agencies, i.e. the Miami-Dade Police Department.

The purpose of the Memorandum of Understanding is to establish the terms and conditions under which both the Florida Department of Law Enforcement and Miami-Dade County, through the Miami-Dade Police Department, as a participating law enforcement agency, will assume the obligations of the storage of hazardous materials found in clandestine drug laboratories.

A handwritten signature in black ink, appearing to read "Russell Benford".

Russell Benford  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** October 7, 2014

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(I)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(I)(2)  
10-7-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND MIAMI-DADE COUNTY, THROUGH ITS DEPARTMENT, THE MIAMI-DADE POLICE DEPARTMENT, RELATING TO ESTABLISHING THE TERMS AND CONDITIONS AND OBLIGATIONS AND REQUIREMENTS FOR PARTICIPATION IN THE METHAMPHETAMINE CLANDESTINE DRUG LABORATORY HAZARDOUS WASTE CENTRAL STORAGE CONTAINER PROGRAM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, MODIFICATIONS, RENEWALS, AND EXTENSIONS, TO EXERCISE THE CANCELLATION PROVISIONS AND TERMINATION CLAUSES CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board finds it is in the best interest of Miami-Dade County to approve the execution of a Memorandum of Understanding between the Florida Department of Law Enforcement and Miami-Dade County, through its department, the Miami-Dade Police Department, as the participating law enforcement agency, specifically as it relates to the obligations of the storage of hazardous materials found in clandestine drug laboratories in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute memoranda of understanding and agreements for and on behalf of Miami-Dade County, and to execute any

amendments, modifications, renewals, and extensions of same, to exercise the cancellation provisions contained in the memoranda of understanding, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of October, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Ben Simon

**MEMORANDUM OF UNDERSTANDING  
FOR PARTICIPATION IN  
THE METHAMPHETAMINE CLANDESTINE DRUG LABORATORY  
HAZARDOUS WASTE  
CENTRAL STORAGE CONTAINER PROGRAM**

**I. PREFACE**

**A. Background**

On March 29, 2012, the Florida Department of Law Enforcement (FDLE) signed an Authorized Central Storage Program Letter of Agreement (LOA) with the United States Department of Justice, Drug Enforcement Administration (DEA), which is incorporated herein as "Exhibit 1." The LOA provided, as a condition of FDLE's participation in the DEA Central Storage Program, that FDLE "enter into separate Agreements with its local law enforcement agencies in order for such agencies to participate in this Authorized Central Storage Program."

**B. Purpose**

The purpose of this MOU is to establish the terms and conditions under which the Florida Department of Law Enforcement and the undersigned, as a participating local law enforcement agency, will agree to jointly assume with FDLE, the obligations set forth herein in order to participate in the DEA Central Storage Program (hereinafter "Program").

**II. TERM OF MOU**

This MOU is effective upon the date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until March 29, 2015.

**III. RESPONSIBILITIES**

**A. The undersigned agency agrees that law enforcement officers employed and assigned by the undersigned agency, acting jointly with FDLE in the Program, will:**

1. Perform the activities and duties of a "generator" of all hazardous waste that is transported, stored, or disposed off-site from a clandestine drug laboratory, as defined in 40 C.F.R. Parts 260, et seq.;
2. Assure that law enforcement officers employed by the undersigned agency and assigned to the Program have received 40 hours of Occupational Health and Safety Administration (OSHA) training and a minimum of eight (8) hours of RCRA/ United States Department of Transportation (DOT) function-specific training related to packaging, labeling, transporting and storing hazardous waste;

3. Seize, characterize, package, manage, and remove all hazardous waste discovered at or associated with clandestine laboratories (except for evidence or samples that are collected and maintained for investigation purposes and the remediation of residual contamination from a clandestine drug laboratory);
4. Transport such waste to designated collection stations that have been approved by the state for temporary storage prior to disposal;
5. Store, maintain, and secure only clandestine laboratory-related hazardous waste in state-approved collection stations;
6. Inventory and label all hazardous waste stored in the collection stations in proper containers according to the clandestine laboratory or location from which the hazardous waste was generated (inventories must include date, time, and location of seizure);
7. Designate, if requested by FDLE, properly trained and equipped law enforcement officers to serve as collection station Operators for the purpose of accepting or declining hazardous waste delivered to collection stations;
8. If providing law enforcement officers to serve as collection station Operators, only accept clandestine drug laboratory-related waste when such waste has been identified, packaged, characterized and transported to the collection station by an individual or individuals possessing the required training;
9. Immediately report to the appropriate state or federal agency for appropriate action, instances in which clandestine laboratory-related hazardous waste has been packaged, transported, or stored in violation of applicable Federal, State, or local environmental requirements;
10. Complete, if requested by FDLE, an EPIC Form 143, upon seizure of a clandestine laboratory, and submit the information to the El Paso Intelligence Center (EPIC) for entry into the National Seizure System (NSS);
11. Send for, if requested by FDLE, pick-up and disposal services by DEA-designated hazardous waste contractors, by contacting the respective DEA POC and indicating which of the containers contain waste;
12. Carry out the tasks set out in paragraphs 1-8 above in compliance with all applicable Environmental Protection Agency (EPA), OSHA, and DOT authorizing statutes and regulations, as well as State of Florida and local restrictions;
13. Assign personnel to the tasks set out in 1-8 above who have received all necessary training and equipment under applicable Federal, state and local requirements, including, but not limited to, the training specified in paragraph 2 above, solely at the responsibility of their personnel to the extent possible;
14. Carry out the tasks set out in paragraphs 1-8 above in compliance, where applicable, with requirements and storage quantity and time limits for a

hazardous waste Conditionally Exempt Small Quantity Generator (CESQG), as defined in EPA's regulations at 40 CFR Part 261.5;

15. Immediately notify a FDLE POC or personnel of the local DEA office to request the cleanup services of a DEA hazardous waste contractor whenever hazardous waste is discovered at the site of a clandestine laboratory in excess of the CESQG exemption levels, including waste which qualifies as "acutely hazardous waste" under RCRA;
16. Carry out the tasks set out in paragraphs 1-8 above in a way that protects human health and the environment and prevents a public nuisance;
17. Permit DEA, upon reasonable notice, to inspect container storage locations and have available for examination by DEA or any of its duly authorized agents and representatives, any and all investigative reports, records, inventories, and documents required to be maintained by the LOA; and
18. Maintain all such foregoing reports and records until all examinations are completed and resolved, or for a period of three (3) years after termination of the LOA, whichever is sooner.

**B. FDLE agrees to perform the following actions:**

1. Assume the responsibility of coordinating the administration of the Program in Florida with DEA;
2. Assume the responsibility of coordinating the participation of Florida local law enforcement agencies in the Program;
3. Facilitate delivery of the approved OSHA training and RCRA/DOT function-specific training related to packaging, labeling, transporting and storing hazardous waste;
4. Ensure compliance with the terms of the LOA with DEA;
5. Assist in placing and securing hazardous waste in designated collection stations;
6. Coordinate response and assistance by DEA-designated hazardous waste contractors in instances in which hazardous waste is discovered at a clandestine laboratory site in excess of the CESQG exemption; and
7. Request pick-up and disposal services, when needed, with DEA-designated hazardous waste contractors.



## **VI. GENERAL PROVISIONS**

### **A. Amendments:**

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and shall be effective when executed and signed by all parties to this MOU.

### **B. Costs and Liability-Related Issues**

1. To the extent the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680 may not be applicable, each party to this MOU agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in Program activities/initiatives, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees.
2. Each party to this MOU agrees to furnish necessary personnel, property (including personal protective equipment), police equipment, vehicles, and resources in order to effect the purposes of the MOU, and agrees to bear the cost of loss or damage to its equipment, vehicles or property so provided and must pay any expense incurred in the operation and maintenance of that equipment.
3. The Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to potential liability.

### **C. Sovereign Immunity**

This MOU shall not be construed as a waiver of sovereign immunity by the undersigned agency, the Florida Department of Law Enforcement, or the State of Florida, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

### **D. Entirety of Agreement**

This MOU, consisting of five (5) pages plus attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties hereto sign on the date specified.

Party's Acceptance of Memorandum of Understanding  
for Participation in the Methamphetamine Clandestine Drug Laboratory  
Hazardous Waste Central Storage Container Program

\*\*\*\*\*

For the Florida Department of Law Enforcement (FDLE):

  
\_\_\_\_\_  
Gerald M. Bailey, Commissioner  
Executive Director, Florida Department of Law Enforcement



7.30.12  
Date

**Party's Acceptance of Memorandum of Understanding  
For Participation in the Methamphetamine Clandestine Drug Laboratory  
Hazardous Waste Central Storage Container Program**

\*\*\*\*\*

**For the Name of Participating Agency: Miami-Dade County**

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Carlos A. Gimenez, Mayor



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J.D. Patterson, Director  
Miami-Dade Police Department

## Authorized Central Storage Program

### LETTER OF AGREEMENT

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This Agreement is made this 13 day of April 2012, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the Florida Department of Law Enforcement (FDLE).

WHEREAS there is evidence that the rapid growth of methamphetamine use and the associated increase in illicit clandestine drug laboratories manufacturing methamphetamine has developed into a severe problem in the State of Florida.

WHEREAS clandestine drug laboratory<sup>1</sup> sites that are responded to by Federal, State of Florida, and local law enforcement officers are often moderately to heavily contaminated with hazardous waste, as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6903, and hazardous substance, as defined by Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601, 9604(a), and all implementing regulations, including 40 C.F.R. § 261.31-261.33. This hazardous waste poses serious risks as it can cause explosions, chemical fires, and harmful releases into the environment, and serious health and environmental effects potentially lasting for decades. Accordingly, there is overwhelming evidence that the production of methamphetamine has a substantial and detrimental effect on the health and general welfare of the people of the State of Florida.

WHEREAS it is understood that when Federal, State of Florida, and local law enforcement agencies seize clandestine drug laboratories, the agencies and agents themselves legally become "generators" of the seized hazardous waste and are responsible for its proper clean-up and disposal under RCRA and CERCLA, and all implementing regulations.

WHEREAS the parties to this Agreement have devised a solution to the difficulty and cost of managing and disposing of hazardous waste found, seized, and removed from clandestine drug laboratories in the State of Florida. The FDLE and participating local law enforcement agencies will characterize, segregate, package, and transport such hazardous waste from clandestine drug laboratory sites to various state-authorized collection stations, which will be located throughout the State of Florida. The State of Florida has zero (0) existing and we are requesting four collection stations for temporary storage of hazardous waste. The hazardous waste will be stored in the collection stations until such time as DEA's contractors are dispatched to the collection stations to pick-up, remove, and properly dispose of the hazardous waste. The collection stations are located at state-administered secure facilities that are staffed by trained personnel twenty-four hours-per-day, seven days per week.

WHEREAS the parties agree that it is to their mutual benefit to cooperate in the clean-up, removal, and disposal of hazardous waste(s) found and seized at clandestine drug laboratories and in the investigation and prosecution of cases before the courts of the United States and the courts of the State of Florida involving controlled substances. DEA, pursuant to 21 U.S.C. § 873 proposes to provide certain necessary hazardous waste disposal services, and the State of Florida is desirous of securing such services.

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<sup>1</sup> For purposes of this Agreement, the term "clandestine drug laboratory" strictly refers to an illicit operation consisting of a combination of apparatus and chemicals that either has been or could be used in the *manufacture* or synthesis of methamphetamine. Community Oriented Policing Services funding cannot be utilized for the clean-up of clandestine laboratories manufacturing a substance other than methamphetamine.

# Authorized Central Storage Program

## LETTER OF AGREEMENT

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WHEREAS the FDLE will enter into separate Agreements with its local law enforcement agencies in order for such agencies to participate in this Authorized Central Storage Program. The FDLE will assume the responsibility of coordinating the participation of its local law enforcement agencies and ensuring the compliance of the terms of this Agreement from its participating agencies. This Agreement may be terminated by DEA for breach of any of the terms of the Agreement by a participating local law enforcement agency.

NOW, therefore, in consideration of the mutual covenants contained below:

1. The FDLE certifies that its officers and participating local law enforcement officers will, as hereinafter specified, perform the activities and duties of a "generator" of all hazardous waste that is transported, stored, or disposed off-site from a clandestine drug laboratory, as defined in 40 C.F.R. Parts 260, et seq. Specifically, the FDLE and participating local law enforcement agencies will:
  - A. seize, characterize, package, manage, and remove all hazardous waste discovered at or associated with clandestine laboratories (except for evidence or samples that are collected and maintained for investigation purposes and the remediation of residual contamination from a clandestine drug laboratory);
  - B. transport such waste to designated collection stations that have been approved by the state for temporary storage prior to disposal;
  - C. store, maintain, and secure only clandestine laboratory-related hazardous waste in state-approved collection stations;
  - D. inventory and label all hazardous waste stored in the collection stations in proper containers according to the clandestine laboratory or location from which the hazardous waste was generated (inventories must include date, time, and location of seizure);
  - E. designate properly trained and equipped individuals to serve as Operators of the collection stations. Operators will have authorization to accept or decline hazardous waste delivered to collection stations. Operators may accept clandestine drug laboratory-related waste only when such waste has been identified, packaged, characterized and transported to the collection station by an individual or individuals possessing the following training: 40 hours of Occupational Health and Safety Administration (OSHA) training and a minimum of eight (8) hours of RCRA/ United States Department of Transportation (DOT) function-specific training related to packaging, labeling, transporting and storing hazardous waste. The State of Florida law enforcement personnel and/or Operators, who have reason to believe that clandestine laboratory-related hazardous waste has been packaged, transported, or stored in violation of applicable Federal, State, or local environmental requirements, will immediately report such violations to the appropriate state or federal agency for appropriate action;
  - F. complete an EPIC Form 143, upon seizure of a clandestine laboratory, and submit the information to the El Paso Intelligence Center (EPIC) for entry into the National Seizure System (NSS); and

# Authorized Central Storage Program

## LETTER OF AGREEMENT

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- G. request pick-up and disposal services, when needed, by having a FDLE point-of-contact (POC) call their respective DEA POC and indicate which of the containers contain waste.
2. The FDLE certifies that the activities described in paragraphs 1(A)-(E) above, shall be performed by its officers and participating local law enforcement officers:
- A. in compliance with all applicable Environmental Protection Agency (EPA), OSHA, and DOT authorizing statutes and regulations, as well as State of Florida and local restrictions;
  - B. by personnel who have received all necessary training and equipment under applicable Federal, state and local requirements, including, but not limited to, the training specified in Section 1.E above;
  - C. solely at the responsibility of their personnel to the extent possible;
  - D. in compliance, where applicable, with requirements and storage quantity and time limits for a hazardous waste Conditionally Exempt Small Quantity Generator (CESQG), as defined in EPA's regulations at 40 CFR Part 261.5. Whenever hazardous waste is discovered at the site of a clandestine laboratory in excess of the CESQG exemption levels, including waste which qualifies as "acutely hazardous waste" under RCRA, the FDLE or collection station Operator will immediately notify personnel of the local DEA office to request the cleanup services of a DEA hazardous waste contractor; and
  - E. in a way that protects human health and the environment and prevents a public nuisance.
3. DEA, through its hazardous waste contractors, will, subject to the availability of funds, pick up, characterize, remove, and dispose of all hazardous waste stored in state-authorized collection stations on an as-needed basis if waste is present at the station. DEA certifies and agrees to:
- A. perform such removal and disposal services in accordance with all applicable Federal, state, and local requirements;
  - B. characterize, pick-up, remove, and dispose of hazardous waste generated from clandestine laboratories and managed in accordance with all provisions of this Agreement. DEA contractors will only pick-up, remove, and dispose of hazardous waste that is fully documented to be associated with a specific clandestine laboratory identified in the production of illegal or illegally manufactured methamphetamine;
  - C. provide the collection station Operator with a manifest for signature, listing all hazardous waste that was removed from the collection station upon completion of pick-up and removal services;
  - D. pick up compressed gas cylinders from collection sites only if the cylinders have been decommissioned in accordance with all applicable statutes and regulations. DEA will not pick up compressed gas cylinders that have been decommissioned by puncturing them in any fashion;
  - E. obtain an appropriation number, when contacted by FDLE as provided in Section 1.G, for DEA's hazardous waste contractors to provide pick-up services scheduled only during normal

# Authorized Central Storage Program

## LETTER OF AGREEMENT

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business hours (i.e., not after hours, on weekends, or on holidays); and

- F. expeditiously dispatch a DEA hazardous waste contractor directly to the clandestine laboratory site, when notified by FDLE or a collection station Operator as provided in Section 2.D, to perform all necessary hazardous waste clean-up, removal, and disposal activities. Such waste will not be transported to a collection station.
4. Nothing in this Agreement shall preclude FDLE personnel from requesting DEA to pick-up, characterize, remove, and dispose of hazardous waste directly at a clandestine laboratory site.
  5. Upon pick-up of hazardous waste at collection station facilities, the collection station Operator will provide DEA hazardous waste contractors with an inventory or itemized list of all hazardous waste seized from each clandestine laboratory and stored in the collection station, as specified in Section 1.D.
  6. Within 15 business days of the execution of this Agreement, the FDLE will provide DEA's Hazardous Waste Section with a list of all Operators who have received authorization to maintain collection stations in the State of Florida. The list will include the name, address, and telephone number of the collection station Operator; the date of FDLE authorization; and the name and address of the facility where the collection station will be located. The FDLE thereafter will notify DEA of the names and addresses of newly-authorized, expired, or terminated collection station facilities and/or Operators before use is effective or terminated.
  7. Officers of the FDLE and participating local law enforcement agencies shall at no time be considered employees of the United States Government or the DEA for any purpose, nor will this Agreement establish an agency relationship between the employees of State of Florida agencies participating in this Agreement and DEA.
  8. The FDLE and participating local law enforcement agencies shall permit DEA, upon reasonable notice, to inspect container storage locations and shall have available for examination by DEA or any of its duly authorized agents and representatives, any and all investigative reports, records, inventories, and documents required to be maintained by this Agreement. In addition, the FDLE and participating local law enforcement agencies will maintain all such foregoing reports and records until all examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever is sooner.
  9. DEA acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees while on duty and acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680. For claims beyond the FTCA's purview, it is covenanted, acknowledged and agreed that neither FDLE nor DEA assumes any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. It is further specifically agreed that neither the FDLE nor the DEA shall have any obligation to defend or indemnify the agents, servants, or employees of the other in any criminal action, civil action, administrative proceeding, or any other proceeding of any kind or nature whatsoever that arises from, relates to, or in any way concerns the performance of the parties' obligations pursuant to this Agreement. Nothing contained in this Agreement is intended to, nor should be construed, to create or vest any rights in any third person

# Authorized Central Storage Program


## LETTER OF AGREEMENT

or entity not a signatory hereto. Nothing contained herein should be construed as a waiver of any right, privilege, defense, or immunity that otherwise exists or may be recognized under law. Nothing contained herein shall be construed to create a ministerial duty on the agents, servants, or employees of the parties hereto.

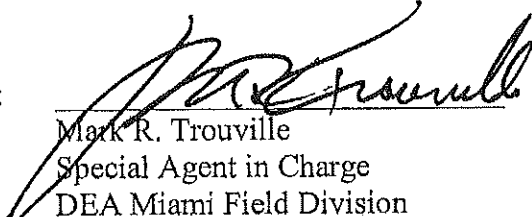
10. The duration of this Agreement shall be three years from the date of execution by the final signatory below. The terms of this Agreement may be terminated by any party immediately for breach of any terms of this Agreement and may be terminated by any party on thirty (30) days advance written notice for the convenience of that party.

### Signature Approvals:

#### DRUG ENFORCEMENT ADMINISTRATION:

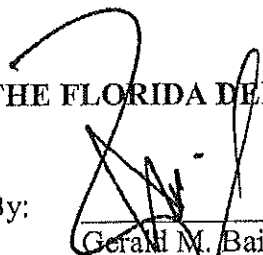
By:   
Nelson A. Santos  
Deputy Assistant Administrator  
DEA Office of Forensic Sciences

Date: 4/26/12

By:   
Mark R. Trouville  
Special Agent in Charge  
DEA Miami Field Division

Date: 4-13-12

#### THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT:

By:   
Gerald M. Bailey  
Commissioner  
Florida Department of Law Enforcement

Date: 3/29/12